in escrow to the grantee. *Baker* v. *Baker*, 159 Ill. 394, 42 N. E. 867; *Larsh* v. *Boyle*, 36 Colo. 18, 86 Pac. 1000. The doctrine is chiefly sustained by its age, and is difficult to defend on principle. WIGMORE, EVIDENCE, § 2408. If limited to deeds conveying realty, a possible reason might be found in the fact that such a deed is an operative instrument, which, when properly executed, is the formal act that transfers the legal title, whereas most other instruments merely evidence the creation by consent of legal relations between the parties. It is reasonable to rely on such a distinction because of the interest of society in the stability of operative instruments. See *Stiebel* v. *Grosberg*, 202 N. Y. 266, 271, 95 N. E. 692, 694.

PUBLIC SERVICE COMPANIES — WATER COMPANIES — DUTY TO INCREASE FACILITIES. — The defendant was supplying the city of Birmingham with water under a thirty-year franchise. Upon a bill filed to compel the defendant to supply water at sufficient pressure to a newly developed section, which necessitated larger facilities than the charter required, a decree was issued, although it appeared that such service would be unprofitable. *Held*, that such a decree is correct. *Birmingham Waterworks Co.* v. *City of Birmingham*, 58 So. 204 (Ala.).

While the regulation of public water companies has never gone so far as in the present case, the decision seems within the principles of public service law. The service that can be required of a public service company is limited to such service as the company has professed to render. *Browne* v. *Brandt*, [1902] 1 K. B. 696; *Crouch* v. *Arnett*, 71 Kan. 49, 79 Pac. 1086. It can, of course, be compelled to give the service required in the charter. *City of Potwin Place* v. *Topeka Ry. Co.*, 51 Kan. 609, 33 Pac. 309; *Independent School District of Le Mars* v. *Le Mars City Water & Light Co.*, 131 Ia. 14, 107 N. W. 944. The profession of the company is, however, not limited by the charter, but includes such service as it reasonably should render. *Haugen* v. *Albina Light & Water Co.*, 21 Or. 411, 28 Pac. 244. *Cf. Tampa* v. *Tampa Water Works Co.*, 45 Fla. 600, 34 So. 631. The fact that the particular service required is unprofitable is no defense. *People ex rel. Cantrell* v. *St. Louis, A. & T. H. R. Co.*, 176 Ill. 512, 52 N. E. 292; *Savannah & Ogeechee Canal Co.* v. *Shuman*, 91 Ga. 400, 17 S. E. 937. On these principles a court can require a public service company to carry out improvements which will bring the service up to the efficiency which the company can reasonably be said to have professed; and the improvement required in the principal case seems within the limits of such service.

QUASI-CONTRACTS — WAIVER OF TORT — EFFECT ON TITLE. — B., being in possession of A.'s opals worth £400, sold them to C. without mentioning A.'s ownership. A. sued B. in detinue and took judgment by consent for £750. The pleadings in this action were framed to some extent on the theory of assumpsit, although the evidence was clear that there was no contract between A. and B. B. became bankrupt and A. sued C. in detinue. *Held*, that he cannot recover. *Bradley & Cohn, Ltd.*, v. *Ramsay & Co.*, 106 L. T. R. 771 (Eng., C. A., June, 1912). See NOTES, p. 171.

RAILROADS — RAILROAD CROSSINGS — CONSTITUTIONALITY OF ORDINANCE REQUIRING RAILROAD TO CONSTRUCT A VIADUCT SUITABLE FOR USE BY STREET RAILWAY. — A city council by the authority of the legislature passed an ordinance requiring a railroad to construct over its tracks at a highway crossing a viaduct strong enough to accommodate a street car line. The street railway was not required to contribute. *Held*, that the ordinance is not unconstitutional. *Missouri Pacific Ry. Co.* v. *City of Omaha*, 197 Fed. 516. See NOTES, p. 169.